



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID**

**IFB NO. B3E05024
TITLE: HVAC Services - WMMHC
ISSUE DATE: 11/10/04**

**REQ: NR 650 WES50000002
BUYER: Wade McDonald
PHONE NO.: (573) 522-3052
E-MAIL: wade.mcdonald@oa.mo.gov**

RETURN BID NO LATER THAN: 12/3/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN BID TO: DPMM or DPMM
P O BOX 809 301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Western Missouri Mental Health Center
1000 E 24th Street
Kansas City, MO 64108**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 08/28/04). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.	
PHONE NO.	FAX NO.		E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of HVAC services as set forth herein.

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - B
- 6) Attachments 1 – 3
- 7) Prevailing Wage Order 11 dated October 28, 2004 for Jackson County

The Prevailing Wage Order is a separate link that must be downloaded separately from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the bidder to obtain the Wage Order.

- 8) Terms and Conditions

1.2 Background Information:

1.2.1 Currently, no contract exists for the HVAC services specified herein.

1.3 Inspection of Facility and HVAC Systems:

1.3.1 Unless a bidder has specific current knowledge of the facility, the bidder must tour the facility and HVAC systems prior to submission of a bid. The bidder must contact Dorla Flowers at (816) 512-7537 for scheduling a tour of the facility and/or for information about the tour only. A record of those potential bidders attending the tour will be maintained for verification purposes.

1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the facility and/or any other existing condition, factor, or item that may affect or impact the performance of service described and required by the Contractual Requirements.

1.3.3 The bidder is strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the tour of the facility, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

1.3.4 Other than questions pertaining to the tour, all questions regarding this Invitation for Bid (IFB) and/or the competitive procurement process **MUST** be directed to Wade McDonald of the Division of Purchasing and Materials Management at (573) 522-3052.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide HVAC services for the Department of Mental Health, Western Missouri Mental Health Center (hereinafter referred to as the state agency), in accordance with the requirements and specifications specified herein.
- 2.1.2 The contractor's services shall include routine maintenance services as well as supplemental and emergency service on HVAC equipment at various locations in Kansas City as identified below:
- a. Western Missouri Mental Health Center, 1000 East 24th Street, Kansas City MO 64108
 - 1) Three (3) McQuay centrifugal chillers, model WEC-079-CAAA;
 - 2) Two (2) Peerless secondary chilled water pumps with variable frequency drives;
 - 3) Three (3) Clever Brooks hot water boilers, model CBI-200-150CE;
 - 4) Two (2) Peerless secondary hot water pumps with variable frequency drives;
 - 5) One (1) Sam IV Max Specific air monitor (refrigerant monitor);
 - 6) One (1) Andover digital control system;
 - 7) Three (3) Evapco cooling towers;
 - 8) Two (2) Liebert computer room air conditioning units;
 - 9) Eight (8) McQuay air handling units (three (3) units have steam humidifiers); and
 - 10) One (1) Kitchen make-up air unit.
 - b. New Prospects (Program Center), 12th and Prospect, Kansas City MO 64108.
 - 1) One (1) Trane split system unit, model Rauf-C40
 - c. Peery Apartments, 2659 Peery Street, Kansas City MO 64108.
 - 1) One (1) Carrier air-cooled condensing unit, model 38AE044;
 - 2) One (1) Trane unit, model CVHE 320;
 - 3) One (1) McQuay chiller, model WHR 185E-W;
 - 4) Exhaust Fans, SF-1 and EF-2;
 - 5) Humidifiers;
 - 6) One (1) Burnham hot water section boiler; model K-5013B; serial number 7714455; BTU input 936,000; BTU 739,440; water BTU 643,500; Natural Gas; Volts 120-60.
- 2.1.3 The state agency reserves the right to observe and witness any and all work.
- 2.1.4 The contractor shall perform all services to the sole satisfaction of the state agency.

2.2 Performance Requirements:

- 2.2.1 The contractor must provide qualified personnel to provide HVAC services in a manner satisfactory to and acceptable by the state agency.
- a. The contractor must provide skilled, experienced HVAC craftsman directly employed and supervised by the contractor and shall agree and understand that any and all HVAC services performed pursuant to the contract must be performed by and under the supervision of such HVAC craftsman.
 - b. Any person providing HVAC services pursuant to the contract, including the HVAC craftsman shall be subject to the approval of the state agency.
- 2.2.2 The contractor's workmanship shall meet or exceed the current ASHRAE standards, BOCA codes, SMACNA standards, manufacturer's recommendations, and other jurisdictional codes as required.
- 2.2.3 Since each HVAC system may differ in specific detail, the contractor shall familiarize himself with each system and perform work in a professional manner so as to coincide with each building system.
- 2.2.4 Unless otherwise specified herein, the contractor shall provide all tools, equipment, building materials, and supplies necessary for performing the HVAC services specified herein. However, the state agency reserves the right to furnish some building materials.
- 2.2.5 Because the contractor was familiar with the facility and the conditions that existed prior to award of the contract, the contractor shall not be relieved of responsibility for performance under the contract for any reason whatsoever.

2.3 Routine Maintenance Service Requirements

- 2.3.1 The contractor shall provide all labor, parts, and supplies to provide maintenance services, in accordance with the following schedule, which shall include:
- a. Pre-season startup inspection and service shall be completed no later than April 30 each year. However, if requested by the state agency, the contractor shall begin the pre-season startup inspection and service earlier if weather conditions require air conditioning to begin early.
 - b. Mid-season in-service inspection shall begin approximately July 23, but no later than August 3, of each year.
 - c. Post-season shutdown inspection and service shall be completed following notification to the contractor by the state agency's Plant Maintenance Engineer (PME) or designated representative (hereinafter referred to as designated representative), approximately late October or early November of each year.
- 2.3.2 The contractor's routine maintenance services must include all specific tasks listed in Attachment #1 for the pre-season, mid-season, and post-season services.
- a. Routine maintenance services must include calibrations checks and all parts and equipment, such as oil, strainers, deals, gaskets, belts, etc., normally associated with routine service and inspections, at no additional charge to the state agency.
- 2.3.3 The contractor shall provide routine maintenance services during normal business hours from 7:00 a.m. to 3:30 p.m., Monday through Friday except state holidays.
- 2.3.4 The contractor shall be permitted to start and stop all primary equipment related to the operation of the equipment upon which the contractor is providing routine maintenance services.

2.4 Supplemental Service Requirements

- 2.4.1 The contractor shall provide supplemental services as determined necessary by and at the request of the designated representative.
- 2.4.2 The contractor shall provide supplemental service within a twenty-four (24) hour period after the contractor receives authorization to proceed.
- 2.4.3 The contractor shall provide supplemental services during normal business hours from 7:00 a.m. to 3:30 p.m., Monday through Friday except state holidays.

2.5 Emergency Service Requirements

- 2.5.1 The contractor shall be available to provide emergency services seven (7) days per week, twenty-four (24) hours per day. Emergency service shall be deemed to mean service requested by the state agency to effect repairs needing immediate attention.
- 2.5.2 The contractor shall respond to all calls for emergency services within one and one-half (1-1/2) hours to restore the equipment to proper working order.
 - a. Response to emergency service calls which cannot be made during the regular workday must receive prior approval of the state agency.
- 2.5.3 The state agency shall provide the contractor with the name(s) of person(s) authorized to call for emergency service.

2.6 Parts and Material Requirements

- 2.6.1 The contractor shall provide new instrumentation and parts and/or materials replacement, except as identified elsewhere herein, as required to maintain the equipment in good working condition.
- 2.6.2 All parts and/or materials furnished and installed by the contractor shall be genuine replacements, made especially for the make of equipment on which they are to be installed, unless substitution is specifically approved by the state agency prior to installation. No "makeshift" or substitute parts and/or materials shall be permitted for making repairs.
- 2.6.3 The contractor must obtain state agency approval for the purchase of all parts and/or materials.

2.7 Reports and Deliverables

- 2.7.1 Upon completion of pre-season inspection and service of all equipment, the contractor shall complete and submit to the designated representative the Pre-season Operating Log which shall include, but not necessarily be limited to, the items listed below where applicable on all equipment:
 - a. Chilled water temperature in
 - b. Chilled water temperature out
 - c. Condenser water temperature in
 - d. Condenser water temperature out
 - e. Pressure differential across evaporator
 - f. Pressure differential across condenser
 - g. Suction pressure and temperature
 - h. Condensing pressure and temperature
 - i. Subcooling
 - j. High pressure cutout control
 - k. Machine temperature controller
 - l. Running amps

- m. Ambient temperature
 - n. Condenser pump amps
 - o. Chilled water amps
- 2.7.2 Upon completion of mid-season in-service inspection, the contractor shall complete and submit to the designated representative the Annual Centravac Inspection Log "A" included herein as Attachment #2.
- 2.7.3 Upon completion of post-season shutdown inspection and service, the contractor shall complete and submit to the designated representative the Centravac Phase I Winter Maintenance Purge Unit and Oil Sump Log "B" included herein as Attachment #3.
 - a. Upon completion of post-season shutdown inspection and service of all additional equipment, the contractor shall submit a written report and recommendation to the designated representative.
- 2.7.4 The contractor shall submit a written report and recommendation at the conclusion of all supplemental and/or emergency services to the designated representative.

2.8 Additional Requirements

- 2.8.1 The contractor, or employee actually providing the services, shall report and log in and out of the state agency's security department for each visit to the state agency. In addition, the contractor, or employee actually providing the services, shall also report to the designated representative office for each visit to the state agency made during the hours of 7:00 a.m. to 3:30 p.m.
- 2.8.2 The contractor, or employee actually providing the services, shall wear a badge identifying the individual as an employee of the contractor at any time services are being provided.
- 2.8.3 The contractor must dispose of all used oil and freon according to all applicable Environmental Protection Agency (EPA) regulations.
- 2.8.4 The contractor should recycle used oil, utilize used oil as a waste to energy resource, and/or recycle or re-use used freon where feasible.

2.9 Invoicing and Payment Requirements:

- 2.9.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
 - a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
 - b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- 2.9.2 Invoicing – The contractor shall submit a monthly invoice itemizing all services provided and copies of receipts for all parts and materials to the following address:

Western Missouri Mental Health Center
1000 E 24th Street
Kansas City, Missouri 64108

- 2.9.3 Payments - Upon completion of the pre-season, mid-season, and post-season inspection and service, the contractor shall be paid the applicable firm, fixed price stated on the Pricing Page.
- a. For supplemental and emergency services, the contractor shall be paid the applicable firm, fixed price per person, per hour as stated on the Pricing Page for the actual number of hours of services provided.
 - b. The contractor shall be reimbursed for parts and/or materials provided and installed. In addition, the contractor shall be paid the firm, fixed percentage, as stated on the Pricing Page, of the actual cost of the parts and materials provided and installed.
- 2.9.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.

2.10 Other Contractual Requirements:

- 2.10.1 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the bid by "notice of award" or by "purchase order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.10.2 Contract Period: The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.10.3 Renewal Periods: If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.
- 2.10.4 Termination: The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such

termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.10.5 Contractor Liability: The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.10.6 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

- a. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. Written evidence of the insurance shall be provided by the contractor to the state agency. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, the state agency must be notified immediately.

2.10.7 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

- 2.10.8 Property of State: All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.10.9 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.10.10 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.10.11 Prevailing Wage Requirements: The contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 11 Dated October 28, 2004 for Jackson County. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract, including renewal option periods, if any.
- a. The contractor shall forfeit to the state agency ten dollars (\$10.00) for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (Section 290.250 RSMo).
 - b. In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in Section 290.210 through 290.340, RSMo and is advised to review the requirements carefully prior to beginning work. In addition, in the event a period of "excessive unemployment" is identified and announced by the Missouri Department of Labor and Industrial Relations, the contractor must assign personnel to provide services who meet the definition of "Missouri laborers" as defined in Chapter 290.550 RSMo.
 - c. The above-stated prevailing wage requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.
- 2.10.12 Surety Bond: The contractor must furnish a bond guaranteeing payment of all labor, suppliers and subcontractors providing equipment and/or services to the contractor as a part of the contract in accordance with the requirements of RSMo Section 107.170. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The bond must be made payable to the State of Missouri in an amount equal to the total cost of all equipment, supplies and services provided by all suppliers and subcontractors to the contractor in fulfilling the requirements of the contract, and for all labor performed in such work whether by subcontractor or otherwise. The contract number and contract period must be specified in the bond. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

- 3.1.1 On-line Bid - If the bidder is responding electronically through the On-line Bidding web site, in addition to completing the on-line pricing, the bidder should submit completed exhibits, forms, and other information concerning the bid (including completed Pricing Pages, for renewal period pricing) as an attachment to the electronic bid. The On-line Bidding website can be found at <https://www.moolb.mo.gov>.
- a. The exhibits, forms, and pricing pages provided herein can be saved into a word processing document, completed by the bidder, and then sent as an attachment to the electronic submission. Other requested, required, or additional information may also be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-line Bidding web site. Be sure to include the bid number, company name, and a contact name on any electronic attachments.
 - b. In addition, the bidder may submit the exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.
 - c. If the bidder submits an electronic and hard copy bid response and if such responses are not identical, the bidder should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 3.1.2 Mail Bid - If the bidder is responding through the mail, the bid should be printed on recycled paper and double sided. The bidder should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- a. The bidder should include a complete copy of each Exhibit and any other requested or required information with the mailed response. In addition, the bid should be page numbered.
 - b. Imaging Ready – In addition, all bids are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all bids are rejected.
 - 1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the bidder is advised not to include personal identifying information such as social security numbers in the bid.
 - 2) In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids. Glue bound materials should not be used.
- 3.1.3 Miscellaneous Information - The bidder should complete and submit Exhibit B, Miscellaneous Information.
- 3.2 Evaluation Process** – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.
- 3.2.1 Low Bid Determination:
- a. The objective evaluation of cost shall be based on sum of the following: (1) the total of the prices quoted for the pre-season, mid-season, and post-season inspection and service, (2) one hour of supplemental service and emergency service for each worker classification listed on the Pricing Page, and (3) \$1,000 worth of parts and materials. The \$1,000 of parts and materials shall not be included in the cost evaluation, only the total of the percentage of the net cost of the parts and materials shall be included.

- 1) Utilizing the total cost determined from above, cost points shall be determined using a scale of 100 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 100 = \text{Cost score points}$$

- 2) The evaluation of cost will include the original and any potential renewal periods.
 - 3) Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- b. Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for bidders qualifying for the preference.
- 1) If the bidder is an organization for the blind or sheltered workshop, the bidder should provide evidence of qualifications (i.e., copy of certificate or certificate number).
 - 2) If the bidder is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the bidder should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
 - 3) A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- 3.2.2 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may cause an adverse impact on the evaluation of the bid.

a. Responsibility and Reliability in Experiences:

- 1) The bidder should provide, on Exhibit A or in any other format, the information listed below related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this document. If the contact person listed on Exhibit A is not available or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.
 - Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - Dates of the service/contract; and
 - A brief, written description of the specific prior services performed and requirements thereof.
- 2) If references for current and/or previous contracts are not identified in the bid, the Division of Purchasing and Materials Management may request that the bidder identify one or more references. The Division of Purchasing and Materials Management must receive the reference(s)

within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

- b. The bidder should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the bid, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
 - c. Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:
 - 1) Registration of business name (if applicable)
 - 2) Certificate of authority to transact business/certificate of good standing (if applicable)
 - 3) Taxes (e.g., city/county/state/federal)
 - 4) State and local certifications (e.g., professions/occupations/activities)
 - 5) Licenses and permits (e.g., city/county license, sales permits)
 - 6) Insurance (e.g., worker's compensation/unemployment compensation)
 - d. Familiarity of Facility – A bidder's familiarity with the facility is considered essential to obtain a clear and complete understanding of the requirements. Therefore, on Exhibit B, the bidder should document a thorough knowledge of the facility based on either (1) the bidder's attendance at a tour, or (2) through other knowledge of the facility gained from some other means.
 - 1) The state agency will provide the Division of Purchasing and Materials Management with the attendance record documenting all bidders who attended the scheduled tour.
 - 2) If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidder's familiarity with the physical layout, condition, etc. of the facility. The bidder is advised that neither the review of facility floor plans nor an independent public viewing gives an accurate account or knowledge of the facility for HVAC purposes. Therefore, the bidder should not assume that such a review makes a bidder familiar with the facility.
- 3.2.3 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, (2) inability of the bidder to document responsible and reliable past performances similar to the services required, (3) failure by the bidder to demonstrate familiarity with the physical layout and condition of the facility and HVAC systems, and/or (4) failure of the bidder to provide a reference(s).
- 3.3 Contract Award:** The contract will be awarded to the lowest responsive and responsible bidder determined as specified herein.

4. PRICING PAGE

HVAC Services - The bidder shall provide firm, fixed prices for providing services in accordance with the requirements of this document. All costs associated with providing the required services shall be included in the stated prices. (C/S Code 91036)

4.1 Scheduled Maintenance and Inspection Service: The bidder shall state a firm, fixed price per occurrence for HVAC maintenance services.

001. Pre-Season Startup Inspection and Service: \$_____ per occurrence

002. Mid-Season In-Service Inspection: \$_____ per occurrence

003. Post-Season Shutdown Inspection and Service: \$_____ per occurrence

4.2 Supplemental Service: The bidder shall state a firm, fixed price per hour for Supplemental Services performed by each worker classification.

004 Supervisor: \$_____ per hour

005 Sheetmetal Worker \$_____ per hour

006 Pipefitter \$_____ per hour

007 Laborer \$_____ per hour

008 Plumber \$_____ per hour

4.3 Emergency Service: The bidder shall state a firm, fixed price per hour for Emergency Services performed by each worker classification.

009 Supervisor: \$_____ per hour

010 Sheetmetal Worker \$_____ per hour

011 Pipefitter \$_____ per hour

012 Laborer \$_____ per hour

013 Plumber \$_____ per hour

4.4 Parts and Materials - The bidder shall provide a single firm fixed percentage over the actual net cost for any parts and materials required. The bidder shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

014 % over actual net cost for parts/material _____%

- 4.5 Renewal Option:** The bidder must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option years. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, **NOT against the previous year's price.** A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: **DO NOT** COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

	<u>Maximum Increase</u>		<u>Minimum Decrease</u>
1st Renewal Period:	original price + _____%	OR	original price - _____%
2nd Renewal Period:	original price + _____%	OR	original price - _____%
3rd Renewal Period:	original price + _____%	OR	original price - _____%
4th Renewal Period:	original price + _____%	OR	original price - _____%

EXHIBIT A**PRIOR EXPERIENCE OF BIDDER**

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B**MISCELLANEOUS INFORMATION**

Organizations for the Blind or Sheltered Workshop: If the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the bidder should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____

Employee Bidding/Conflict of Interest: A bidder who is an employee(s) of the State of Missouri, a member of the General Assembly, or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in bidder's organization:	_____ %

Bidder's Information: The bidder should provide the following information:

Address/Location of Bidder's Primary Place of Business (Service Base): _____

Contact Person: _____

Telephone Number: _____

Address/Location of Major Parts Supply: _____

Inventory: The bidder should indicate the minimum inventory of part stock that will be maintained, including total dollar amount:

EXHIBIT B CONTINUED

Response Time: The bidder should indicate the maximum response time, in hours, which the bidder proposes (must not exceed eight hours).

Response time: _____ hours

Recycling/Reusing: The bidder should describe the proposed plan for recycling and/or re-using oil and freon.

Outside United States - If any products and/or services bid are being manufactured or performed at sites outside the continental United States, the bidder **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental United States?	Yes _____	No _____
Describe and provide details:		

Familiarity of Facility and HVAC Equipment - The bidder must document a thorough knowledge of the facility and HVAC equipment based on either (1) the bidder's attendance at a scheduled tour or (2) through other knowledge of the facility/building gained from some other means.

_____	I attended an inspection of the facility and HVAC equipment. The bidder's attendance at the tour shall be verified by the attendance record.
_____	I did <u>not</u> attend an inspection of the facility and HVAC equipment. The bidder must provide relevant information regarding their familiarity with the physical layout, condition, etc. of the facility and HVAC equipment. The bidder is advised that neither the review of facility and HVAC equipment floor plans nor an independent public viewing gives an accurate account of knowledge of the facility and HVAC equipment for HVAC maintenance purposes.

ATTACHMENT #1**1. Pre-screen startup inspection and service**

- 1.1 Three (3) – McQuay, Model WEC-079-CAAA Centrifugal Chillers, 1000 East 24th Street, Kansas City, Missouri 64108

CENTRIFUGAL CHILLERS: (High Pressure)

Annual Preventive Maintenance: (Without Oil Change)

- 1.1.1 Report to customer on arrival.
- 1.1.2 Secure circuits. Lock out and tag.
- 1.1.3 Review and evaluate customer logs.
- 1.1.4 Leak test chiller.
- 1.1.5 Replace the following with manufacturer recommended parts:
 - a Oil filter and O ring.
 - b Motor cooling filter/dryer.
 - c Oil reclaim filter/dryer.
 - d Oil return strainer.
- 1.1.6 Leak test disturbed joints.
- 1.1.7 Return refrigerant to normal operating conditions.
- 1.1.8 Inspect starter and components:
 - a Arc shields
 - b Coil faces
 - c Contactors
 - d Linkages
 - e Transformers
 - f Wire connections and insulation
- 1.1.9 Remove lock out and restore power.
- 1.1.10 Drop condenser head and brush tubes.
- 1.1.11 Reinstall head with new gasket.
- 1.1.12 Check alarm/alert history.
- 1.1.13 Perform controls test.
- 1.1.14 Check safeties-calibrate as needed.
- 1.1.15 Check and calibrate transducers.
- 1.1.16 Reset service on time.
- 1.1.17 Check service, status and set point screens for proper settings.
- 1.1.18 Advise customer, obtain signature and leave a copy of service report.

- 1.2 Two (2) Peerless secondary chilled water pumps with variable frequency drives, 1000 East 24th Street, Kansas City, Missouri 64108

Circulating Pumps:

Annual Inspection: (Once per year)

- 1.2.1 Report to customer upon arrival.
- 1.2.2 Check pump alignment with the motor.
- 1.2.3 Inspect the coupling for proper connection and wear.
- 1.2.4 Lubricate pump bearings as required.
- 1.2.5 Lubricate or oil motor bearings as required.
- 1.2.6 Inspect the mechanical seals for wear and leaks.
- 1.2.7 Verify pump assembly produces the pressure as required for the system.
- 1.2.8 Inspect electrical wiring and components for proper operation.
- 1.2.9 Check operation of the control circuit.

- 1.2.10 Verify motor safeties and overloads are adjusted to the proper settings.
 - 1.2.11 Measure voltage and amp draw of pump motor.
 - 1.2.12 Check motor mounts and vibration pads and adjust as required.
 - 1.2.13 Check and clean strainers.
 - 1.2.14 Provide a written report of work completed and indicate all detected deficiencies. Advise customer and leave a copy of service report.
- 1.3 Three (3) Clever Brooks, Model CBI-200-150CE hot water boilers, 1000 east 24th Street, Kansas City, Missouri 64108.
- 1.3.1 No inspection required. Three (3) Clever Brooks boilers rotate weekly on run time. Boiler runs on-off / 60 – 180° temperature cycle. Any time the outside air temperature is below 78°.
- 1.4 Two (2) Peerless secondary hot water pumps with variable frequency drives, 1000 East 24th Street Kansas City, Missouri 64108

Annual Inspection: (once per year)

- 1.4.1 Report to customer upon arrival.
 - 1.4.2 Check pump alignment with motor.
 - 1.4.3 Inspect the coupling for proper connection and wear.
 - 1.4.4 Lubricate pump bearings as required.
 - 1.4.5 Lubricate or oil motor bearings as required.
 - 1.4.6 Inspect the mechanical seals for wear and leaks.
 - 1.4.7 Verify pump assembly produces the pressure as required for the system.
 - 1.4.8 Inspect electrical wiring and components for proper operation.
 - 1.4.9 Check operation of the control circuit.
 - 1.4.10 Verify motor safeties and overloads are adjusted to the proper settings.
 - 1.4.11 Measure voltage and amp draw of pump motor.
- 1.5 One (1) Sam IV Max Specific Air Monitor (refrigerant monitor), 1000 East 24th Street, Kansas City, Missouri 64108.

Regular Maintenance

- 1.5.1 Replacing the Zero Filter
 - a. Change the zero gas filter part # 44-38-00 as often as necessary to keep saturation from occurring. OI Analytical recommends as interval of three to six months. Depending on local conditions.
 - b. If the zero filter receives a large dose of refrigerant, it may become saturated and need to be changed. A saturated zero filter can produce a drift that will lead to a 3 ppm between zero calibration intervals.
- 1.5.2 Calibrating:
 - a. The monitor is shipped factory calibrated and does not require initial calibration. However calibration should be checked semi-annually to ensure proper operation.
- 1.5.3 Checking Calibration (with an Expansion Module)
 - a. Manually zero the SAM-IV MAX monitor before checking calibration. (Note: Do not zero the unit when calibration gas is attached and flowing through the unit. If this happens, disconnect the calibration gas, attach the zero gas canister, allow a few seconds for the cell to purge, then re-zero the unit and start over. While in the Hold Port mode, the Auto Zero function is disabled.)

- b. Continuously monitor one port by setting the hold port.
- c. Disconnect the sample tube on the port that is being held and attach the calibration (span) gas to this port using the calibration kit recommended by OI Analytical.
- d. Wait for the unit to take a reading. If the reading is within 1 ppm of the known concentration of the calibration gas, calibration has been verified and further adjustments are not necessary. Go back to normal scanning, turn HOLD PORT off, and reconnect the sample port line.
- e. If the reading is not within 1 ppm, complete the steps in the “Calibrating the SAM-IV MAX Monitor” section.

1.5.5 Checking Calibration (with no Expansion module)

- a. Manually zero the SAM-IV MAX Monitor before checking calibration. (Note: Do not zero the unit when calibration gas is attached and flowing through the unit. If this happens, disconnect the calibration gas, attach the zero gas canister, allow a few seconds for the cell to purge, the re-zero the unit and start over. While in the Hold Port mode, the Auto Zero function is disabled.)
- b. Disconnect the sample port line at the unit and attach calibration (span). Gas to this sample port connection using the calibration kit recommended by OI Analytical.
- c. Wait for the unit to take a reading. If the reading is within 1 ppm of the known concentration of the calibration gas, calibration has been verified and further adjustments are not necessary. Disconnect the calibration gas and reconnect the sample tube. If the reading is not within 1 ppm complete the steps in “Calibrating the SAM-IV MAX monitor” section.

1.6 Three (3) Evapco Cooling Towers, 1000 East 24th Street, Kansas City, Missouri 64108.

- 1.6.1 Report to customer upon arrival.
- 1.6.2 Clean hot and cold water basins; flush with clean water.
- 1.6.3 Change oil in cooling tower gear box.
- 1.6.4 Inspect water fill valve / water level control for proper operation.
- 1.6.5 Check tower fan cycling control / variable frequency drive speed control for proper operation.
- 1.6.6 Check sump heaters for proper operation , if applicable.
- 1.6.7 Inspect wiring and electrical components.
- 1.6.8 Clean condenser water pump strains as required.
- 1.6.9 Advise customer and leave a copy of service report.

1.7 Two (2) Liebert computer room air conditioning units, 1000 East 24th Street, Kansas City, Missouri 64108

Annual Preventive Maintenance: Air cooled (with filters, with humidifier, with condenser power wash)

- 1.7.1 Report to customer upon arrival.
- 1.7.2 Lubricate motors, bearings and linkage as required.
- 1.7.3 Inspect belts for proper tension and wear; adjust as required.
- 1.7.4 Check for proper refrigerant charge.
- 1.7.5 Adjust expansion valve for proper superheat.
- 1.7.6 Inspect compressor and fan contactors for pitting and wear.
- 1.7.7 Inspect all fan brackets and motor supports for proper integrity.

- 1.7.8 Check calibration of all operating and safety controls.
- 1.7.9 Clean condensate drain pan and condensate drain as required.
- 1.7.10 Change air filters.
- 1.7.11 Air cooled condenser:
 - a. Inspect condenser head pressure controls (Lee Temp if applicable) for proper operation.
 - b. Blow out condenser with CO2 as required. Power wash using coil cleaner twice per year.
- 1.7.12 Humidifier:
 - a. Clean humidifier and pan as required to remove scale, etc.
 - b. Inspect heating canister / infrared lights for proper operation.
 - c. Check auto flush system for proper operation.
- 1.7.13 Advise owner of any problems found.
- 1.7.14 Advise customer and leave a copy of service report.

- 1.8 Eight (8) McQuay air handling units (three units have steam humidifiers), 1000 East 24th Street, Kansas City, Missouri 64108

Annual Preventive Maintenance (Without filter change)

- 1.8.1 Report to customer upon arrival.
- 1.8.2 Lubricate motors, bearings and linkage as required.
- 1.8.3 Clean condensate pans and drains as required.
- 1.8.4 Inspect hot/chilled water coils for dirt build up.
- 1.8.5 Inspect fan and motor sheaves for wear.
- 1.8.6 Check belts for proper tension, alignment and wear.
- 1.8.7 Inspect bearing and motor mounting assemblies for proper integrity.
- 1.8.8 Check air filters for dirt-owner to change filters.
- 1.8.9 Inspect fan wheel for dirt build-up.
- 1.8.10 Inspect fan inlet vanes/discharge dampers or variable frequency drives for proper operation.
- 1.8.11 Advise customer and leave a copy of the service report.

- 1.9 One (1) – Kitchen make-up air unit, 1000 East 24th Street, Kansas City, Missouri 64108

- 1.9.1 Report to customer upon arrival.
- 1.9.2 Verify operation of the evaporator air side.
- 1.9.3 Inspect belts for proper tension and wear; adjust as required.
- 1.9.4 Inspect all fan brackets and motor supports for proper integrity.
- 1.9.5 Verify proper alignment of pulleys.
- 1.9.6 Change air filters.
- 1.9.7 Check and verify operation of safety controls for heating section.
- 1.9.8 Verify unit thermostat controller operates properly.
- 1.9.9 Lube all motors and bearings as required.
- 1.9.10 Verify all fans operate properly.
- 1.9.11 Check operation of heating control circuit including interlocks.
- 1.9.12 Inspect safeties for proper operation.
- 1.9.13 Place heating section in operation.
- 1.9.14 Measure temperature rise through heating section.
- 1.9.15 Gas heat routine:
 - a. Check operation of gas train components.
 - b. Check burner sequence of operation.
 - c. Check combustion blower assembly and clean if required.
 - d. Check combustion efficiency (if possible).
 - e. Inspect heat exchanger.
 - f. Check gas pressure to unit and/or at manifold (if applicable).

- g. Inspect flame condition.
 - h. Verify integrity of the flue system.
 - 1.9.16 Provide a written report of work and indicate detected deficiencies.
- 1.10 Trane Split System Unit Rauf-C40, Program Center New Prospects (Program Center), 12th and Prospect Kansas City, Missouri 64108
 - 1.10.1 Clean evaporator coil filters.
 - 1.10.2 Clean evaporator condenser coils.
 - 1.10.3 Check fan belts, and adjust.
 - 1.10.4 Check all electrical connections.
 - 1.10.5 Clean drain pan.
 - 1.10.6 Check oil level.
 - 1.10.7 Check superheat and sub-cooling.
 - 1.10.8 Check refrigerant.
 - 1.10.9 Check for leaks.
 - 1.10.10 Check pressure switches.
 - 1.10.11 Check crankcase heater.
 - 1.10.12 Adjust thermostat setting.
 - 1.10.13 Check motor amperage.
 - 1.10.14 Clean condenser coil.
 - 1.10.15 Check high and low controls.
 - 1.10.16 Check pressure controls.
 - 1.10.17 Change refrigerant filters.
 - 1.10.18 Adjust expansion valves.
- 1.11 Carrier Air-Cooled condensing unit #38AE044-Apartment, Peery Apartments, 2659 Peery Street Kansas City, Missouri 64108
 - 1.11.1 Check all electrical controls.
 - 1.11.2 Adjust condenser fan.
 - 1.11.3 Clean condenser fan and motor.
 - 1.11.4 Change compressor oil.
 - 1.11.5 Check low pressure switch.
 - 1.11.6 Check oil pressure safety switch.
 - 1.11.7 Check discharge gas thermostat.
 - 1.11.8 Check crankcase heater.
 - 1.11.9 Check time guard control.
 - 1.11.10 Check head pressure control.
 - 1.11.11 Check fan cycling control.
 - 1.11.12 Check winter start controls.
 - 1.11.13 Check pressure relief.
 - 1.11.14 Check capacity control.
 - 1.11.15 Check timer functions
 - 1.11.16 Check control circuit reset.
 - 1.11.17 Clean coils.
 - 1.11.18 Change refrigerant filters.
 - 1.11.19 Check expansion valves.
- 1.12 Trane Unit CVHE 320, Peery Apartments, 2659 Peery Street Kansas City, Missouri 64108
 - 1.12.1 Drain, brush and clean tubes, chambers, diverters, caps and reseal unit. Clean drain lines and associated drains and valves.
 - 1.12.2 Complete Log "B" as indicated elsewhere herein and submit to Plant Maintenance.
- 1.13 Exhaust Fans, Peery Apartments, 2659 Peery Street Kansas City, Missouri 64108

- 1.13.1 Report to customer upon arrival.
 - 1.13.2 Check damper linkage.
 - 1.13.3 Check all belts.
 - 1.13.4 Check motor amperage.
 - 1.13.5 Advise customer and leave copy of service report
- 1.14 Humidifiers, 1000 E 24th Street, Kansas City, Missouri 64108
 - 1.14.1 Report to customer upon arrival.
 - 1.14.2 Check electrical connections, relays, contactors, operating and safety controls for proper operation.
 - 1.14.3 Check controls and humidistat for proper operation.
 - 1.14.4 Check high limit safety for proper operation on duct mounted units.
 - 1.14.5 Clean inlet water strainers if applicable.
 - 1.14.6 Inspect steam generator / canister for scale build up and proper amp draw.
 - 1.14.7 Inspect and clean spray nozzles on steam distributions tubes.
 - 1.14.8 Inspect auto flush system for proper operation.
 - 1.14.9 Clean drain as required.
 - 1.14.10 Start unit and calibrate all operating and safety controls.
 - 1.14.11 Perform flu analysis.
 - 1.14.12 Advise customer and leave a copy of service report.
- 1.15 One (1) Burnham, Model K-5013B hot water section boiler, Serial# 7714455, BTU input 936,000, BTU 739,440 Water BTU 643,500 Natural Gas, Volts 120-60 located at 2659 Peery, Kansas City, Missouri 64127
 - 1.15.1 Report to customer on arrival
 - 1.15.2 Clean burners
 - 1.15.3 Check pilot light
 - 1.15.4 Check for proper vent draft
 - 1.15.5 Inspect low water cutoff valve
 - 1.15.6 Check for adequate gas pressure
 - 1.15.7 Lubricate pump bearing and motor bearing
 - 1.15.8 Inspect electrical wiring and components for proper operation
 - 1.15.9 Measure voltage and amp draw of pump motor.
 - 1.15.10 Inspect the pump coupling for proper connection and wear.

2. Mid-Season In-Service Inspection

- 2.1 Three (3) – McQuay, Model WEC-079-CAAA Centrifugal Chillers, 1000 East 24th Street, Kansas City, Missouri 64108
 - 2.1.1 Report to customer on arrival.
 - 2.1.2 Review and evaluate customer logs.
 - 2.1.3 Check alarm/alert history screen.
 - 2.1.4 Load chiller and log.
 - 2.1.5 Evaluate log readings.
 - 2.1.6 Calculate refrigerant charge,
 - 2.1.7 Check all physical pressure and temperature gauges and thermometers.
 - 2.1.8 Compare to readings on the status screen.
 - 2.1.9 Check set point screen.
 - 2.1.10 Check and record oil level and temperature
 - 2.1.11 Remove oil sample for analysis.
 - 2.1.12 Check motor cooling sight glass for flow and dryness.
 - 2.1.13 Check condenser and chilled water pressure drops and temperatures.

- 2.1.14 Check actual amps and compare to status screen readings.
 - 2.1.15 Check target vane position and actual.
 - 2.1.16 Check surge protection counts and calculate limits, record.
 - 2.1.17 Check starter and components and record readings.
 - 2.1.18 Advise customer, obtain signature and leave a copy of the service report.
- 2.2 Two (2) Peerless secondary chilled water pumps with variable frequency drives, 1000 East 24th Street, Kansas City, Missouri 64108
- 2.2.1 Report to customer upon arrival
 - 2.2.2 Check pump alignment with motor
 - 2.2.3 Inspect the coupling for proper connection and wear
 - 2.2.4 Lubricate pump bearing as required
 - 2.2.5 Lubricate or oil motor bearing as required
 - 2.2.6 Inspect the mechanical seals for wear and leaks
 - 2.2.7 Verify pump assembly produces the pressure as required for the system.
 - 2.2.8 Inspect electrical wiring and components for proper operation.
 - 2.2.9 Check operation of the control circuit.
 - 2.2.10 Verify motor safeties and overload are adjusted to the proper setting.
 - 2.2.11 Measure voltage and amp draw of pump motor.
- 2.3 Three (3) Clever Brooks, Model CBI-200-150CE hot water boilers, 1000 East 24th Street, Kansas City, Missouri 64108.
- 2.3.1 Operate combustion air fan.
 - 2.3.2 Operate Isolation valve.
 - 2.3.3 Check control panel.
 - 2.3.4 Check burner ignition.
 - 2.3.5 Check burner flame and gas pressure.
 - 2.3.6 Check variable frequency drive and secondary pump.
 - 2.3.7 Advise customer obtain signature and leave copy of service report.
- 2.4 Two (2) Peerless secondary hot water pumps with variable frequency drives, 1000 East 24th Street Kansas City, Missouri 64108
- 2.4.1 Inspect the mechanical seals for wear and leaks.
 - 2.4.2 Verify pump assembly produces the pressure as required for the system.
 - 2.4.3 Inspect electrical wiring and components for proper operation.
 - 2.4.4 Check operation of the control circuit.
- 2.5 One (1) Sam IV Max Specific Air Monitor (refrigerant monitor), 1000 East 24th Street, Kansas City, Missouri 64108.
- 2.5.1 Replace the particulate filter Part # FS-0005 as necessary to maintain maximum air flow. OI Analytical recommends an interval of three to six months. If the filter gets wet, it will become damaged and need replacement.
- 2.6 Three (3) Evapco Cooling Towers, 1000 East 24th Street, Kansas City, Missouri 64108.
- 2.6.1 Report to customer upon arrival.
 - 2.6.2 Inspect belts for proper tension, alignment and wear (belt-driven units, when applicable).
 - 2.6.3 Check for proper oil level in gear box (transmission units, when applicable).
 - 2.6.4 Inspect water fill valve / water level control for proper operation.
 - 2.6.5 Check tower fan cycling control / variable frequency drive speed control for proper operation.
 - 2.6.6 Check sump heaters for proper operation, if applicable.

- 2.6.7 Inspect wiring and electrical components.
 - 2.6.8 Clean condenser water pump strainers as required.
 - 2.6.9 Advise customer and leave a copy of service report.
- 2.7 Two (2) Liebert computer room air conditioning units, 1000 East 24th Street, Kansas City, Missouri 64108
 - 2.7.1 Check run time.
 - 2.7.2 Check Freon level.
 - 2.7.3 Check fan belt.
 - 2.7.4 Check air filter.
 - 2.7.5 Check motor amperage draw.
- 2.8 Eight (8) McQuay air handling units (three units have steam humidifiers), 1000 East 24th Street, Kansas City, Missouri 64108
 - 2.8.1 Check damper position.
 - 2.8.2 Check fire damper
 - 2.8.3 Check supply air motor and fan.
 - 2.8.4 Check return air motor and fan.
 - 2.8.5 Check fan bearing.
 - 2.8.6 Check variable frequency drive control for proper operation.
 - 2.8.7 Check wear and tension of fan belts.
 - 2.8.8 Check control circuit board of low pressure steam humidifier.
 - 2.8.9 Check and clean coil spray nozzles during heat season.
- 2.9 One (1) Kitchen make-up air unit, 1000 East 24th Street, Kansas City, Missouri 64108
 - 2.9.1 Inspection for make-up air handler every 90 day intervals.
 - 2.9.2 Check motor draw amperage.
 - 2.9.3 Lubricate motor bearing.
 - 2.9.4 Check belt tension and replace as needed.
 - 2.9.5 Check timer clock.
 - 2.9.6 This unit provides range hood exhaust and outside air return air to dietary kitchen only.
 - 2.9.7 Does not have a/c coil and condenser in make-up air handler.
- 2.10 Trane Split System Unit Rauf-C40, Program Center New Prospects (Program Center), 12th and Prospect Kansas City, Missouri 64108
 - 2.10.1 Report to customer upon arrival.
 - 2.10.2 Check condenser fan motor and fan blades.
 - 2.10.3 Check Freon level in stage 1 and stage 2 condenser compressors.
 - 2.10.4 Check amperage draw of AHU fan motor.
 - 2.10.5 Check program circuitry board.
 - 2.10.6 Check pneumatic control panel.
 - 2.10.7 Check air compressor for adequate pressure.
 - 2.10.8 Check air damper valves and linkage.
 - 2.10.9 Perform adjustments as needed for peak efficiency.
 - 2.10.10 Submit written recommendation to state agency's PME/ or designated.
- 2.11 Carrier Air-Cooled condensing unit #38AE044-Apartment, Peery Apartments, 2659 Peery Street Kansas City, Missouri 64108 (All Units). Each apartment has a fan powered UAV box for heating and cooling supply air. – state agency will service these fan powered UAV boxes on a 118 day preventive maintenance schedule.
 - 2.11.1 Safety control operation.

- 2.11.2 Check for leaks.
 - 2.11.3 Check purge unit operations.
 - 2.11.4 Perform adjustments as needed for peak efficiency.
 - 2.11.5 Complete annual Centravac Inspection Log “A” and submit.
 - 2.11.6 Submit written recommendations to State Agency’s Plant Maintenance Engineer regarding operation/daily checks.
- 2.12 Trane Unit CVHE 320, Peery Apartments, 2659 Peery Street Kansas City, Missouri 64108
 - 2.12.1 Check safe control operation.
 - 2.12.2 Check for leaks.
 - 2.12.3 Check purge unit operations.
 - 2.12.4 Perform adjustments as needed for peak efficiency.
 - 2.12.5 Complete annual centravac inspection log “A” and submit.
 - 2.12.6 Submit written recommendations to state agency’s PME and/or designee regarding operation/daily checks.
- 2.13 Exhaust Fans, Peery Apartments, 2659 Peery Street Kansas City, Missouri 64108
 - 2.13.1 No inspection required – state agency has a 30 day preventive maintenance schedule to clean bathroom exhaust fans and kitchen range hood filters.
- 2.14 Humidifiers, 1000 E 24th. Street, Kansas City, Missouri 64108
 - 2.14.1 Check, fill and drain cycle
 - 2.14.2 Check drain system
 - 2.14.3 Check gas manifold pressure
 - 2.14.4 Check water level safety
 - 2.14.5 Check proper control operation and settings
 - 2.14.6 Check flue passage way
 - 2.14.7 Clean all probes
 - 2.14.8 Clean low water probes
- 2.15 One (1) Burnham, Model K-5013B hot water section boiler, Serial# 7714455, BTU input 936,000, BTU 739,440 Water BTU 643,500 Natural Gas, Volts 120-60 located at 2659 Peery, Kansas City, Missouri 64127
 - 2.15.1 Report to customer on arrival.
 - 2.15.2 Inspect boiler burner flame for rust and scale.
 - 2.15.3 Inspect boiler refractory for cracks etc.
 - 2.15.4 Verify proper draft through flue.
 - 2.15.5 Verify proper gas pressure at regulator.
 - 2.15.6 Inspect low water cutoff control and fill valve.
 - 2.15.7 Peery has eleven (11) apartments with fan coil type heating and cooling units. Repair or replace controls on an as needed basis.
 - 2.15.8 Customer and leave a copy of service report.

3. Post-Season Shutdown Inspection and Service

- 3.1 Three (3) McQuay, Model WEC-079-CAAA Centrifugal Chillers, 1000 East 24th Street, Kansas City, Missouri 64108.
 - 3.1.1 Report to customer on arrival.
 - 3.1.2 Secure circuits. Lock out and tag.
 - 3.1.3 Lock out primary and secondary pumps.
 - 3.1.4 Close variable frequency drive control.

- 3.1.5 Close evaporator water valves.
 - 3.1.6 Close condensers water valves.
 - 3.1.7 Advise customer, obtain signatures and leave copy of the service report.
- 3.2 Two (2) Peerless secondary chilled water pumps with variable frequency drives, 1000 East 24th Street, Kansas City, Missouri 64108
 - 3.2.1 Report to customer on arrival.
 - 3.2.2 Secure circuits. Lock out and tag.
 - 3.2.3 Close variable frequency drive control.
 - 3.2.4 Close supply and return valve.
 - 3.2.5 Clean strainer.
 - 3.2.6 Advise customer and leave copy of service report.
- 3.3 Three (3) Clever Brooks, Model CBI-200-150CE hot water boilers, 1000 east 24th Street, Kansas City, Missouri 64108.

Boilers: (Gas, hot water – with tube cleaning)

 - 3.3.1 Report to customer upon arrival.
 - 3.3.2 Open water side of boiler and inspect tubes and boiler shell for rust and scale.
 - 3.3.3 Close up boiler using new hand hole and man hole cover gaskets.
 - 3.3.4 Inspect boiler refractory for cracks, etc.
 - 3.3.5 Open fire side of boiler and brush tubes.
 - 3.3.6 Inspect fire side door gaskets for damage and wear.
 - 3.3.7 Check for proper water flow through boiler.
 - 3.3.8 Verify proper draft through flue.
 - 3.3.9 Advise customer and leave a copy of service report.
- 3.4 Two (2) Peerless secondary hot water pumps with variable frequency drives, 1000 East 24th Street Kansas City, Missouri 64108
 - 3.4.1 Report to customer on arrival.
 - 3.4.2 Secure circuits. Lock out and tag.
 - 3.4.3 Close variable frequency drive control.
 - 3.4.4 Close supply and return valve
 - 3.4.5 Clean strainer.
 - 3.4.6 Advise customer and leave copy of service report.
- 3.5 One (1) Sam IV Max Specific Air Monitor (refrigerant monitor), 1000 East 24th Street, Kansas City, Missouri 64108.
 - 3.5.1 No inspection required.
- 3.6 Three (3) Evapco Cooling Towers, 1000 East 24th Street, Kansas City, Missouri 64108.
 - 3.6.1 Report to customer upon arrival.
 - 3.6.2 Shut off and lock out variable frequency control.
 - 3.6.3 Lock out tower fans.
 - 3.6.4 Turn off sump heaters and lock out.
 - 3.6.5 Turn off make up water supply valve.
 - 3.6.6 Drain three (3) towers.
 - 3.6.7 Flush out tower fans.
 - 3.6.8 Close supply and return valves.
 - 3.6.9 Advise customer and leave copy of service report.

- 3.7 Two (2) Liebert computer room air conditioning units, 1000 East 24th Street, Kansas City, Missouri 64108
 - 3.7.1 No shutdown inspection required – computer room requires constant a/c and humidity controlled temperature on 24/7 hour basis. Annual preventive maintenance defined in 1.8.
- 3.8 Eight (8) McQuay air handling units (three units have steam humidifiers), 1000 East 24th Street, Kansas City, Missouri 64108
 - 3.8.1 No shutdown inspection required – all eight (8) McQuay air handling units are controlled thru energy management control systems and operate on 24/7 hour basis to maintain temperature control throughout entire facility.
- 3.9 One (1) Kitchen make-up air unit, 1000 East 24th Street, Kansas City, Missouri 64108
 - 3.9.1 No shutdown inspection required – kitchen makeup air unit operates on a clock timer 6:00am – 6:00 pm, 7 days a week.
- 3.10 Trane Split System Unit Rauf-C40, Program Center New Prospects (Program Center), 12th and Prospect Kansas City, Missouri 64108
 - 3.10.1 No inspection required – Change over is automatic through outside temperature control.
- 3.11 Carrier Air-Cooled condensing unit #38AE044-Apartment, Peery Apartments, 2659 Peery Street Kansas City, Missouri 64108.
 - 3.11.1 No inspection required.
- 3.12 Trane Unit CVHE 320, Peery Apartments, 2659 Peery Street Kansas City, Missouri 64108
 - 3.12.1 No inspection required.
- 3.13 Exhaust Fans, Peery Apartments, 2659 Peery Street Kansas City, Missouri 64108
 - 3.13.1 No shutdown inspection required.
- 3.14 Humidifiers, Peery Apartments, 2659 Peery Street Kansas City, Missouri 64108
 - 3.14.1 Isolate humidifier electrically
 - 3.14.2 Isolate gas pressure
 - 3.14.3 Isolate water supply
 - 3.14.4 Clean heat exchanger tube if needed
 - 3.14.5 Remove burner assy and clean headers
 - 3.14.6 Clean burner assy.
 - 3.14.7 Remove clean out plate and remove scale deposits.
 - 3.14.8 Clean out drain valve tank
 - 3.14.9 Check and clean out skimmer – port and water seal.
- 3.15 One (1) Burnham, Model K-5013B hot water section boiler, Serial# 7714455, BTU input 936,000, BTU 739,440 Water BTU 643,500 Natural Gas, Volts 120-60 located at 2659 Peery, Kansas City, Missouri 64127

Boiler: Gas, Hot Water

- 3.15.1 Report to customer on arrival.
- 3.15.2 Inspect boiler burner flame for rust and scale.
- 3.15.3 Inspect boiler refractory for cracks etc.

- 3.15.4 Verify proper draft through flue.
- 3.15.5 Verify proper gas pressure at regulator.
- 3.15.6 Inspect low water cutoff control and fill valve.
- 3.15.7 Peery has eleven (11) apartments with fan coil type heating and cooling units. Repair or replace controls on an as needed basis.
- 3.15.8 Advise Customer and leave a copy of service report.

ATTACHMENT #2**LOG "A"****ANNUAL CENTRAVAC INSPECTIONS**

Western Missouri Mental Health Center Date: _____ Phase: _____

Hour Meter _____ Model Number _____

Starts Counter _____ Serial Number _____

	Fifteen Minute Intervals	
	1 st	2 nd
Operating Voltage:		
Operating Amperate (FLA =):		
Condenser Water Inlet Temperature:		
Condenser Water Inlet Temperature:		
Condenser Freon Liquid Temperature:		
Chilled Water Inlet Temperature:		
Chilled Water Outlet Temperature:		
Evaporator Freon Liquid Temperature:		
Evaporator Pressure:		
Condenser Pressure:		
Oil Gauge Pressure:		
Oil Temperature to Bearings:		
Oil Temperature Sump:		

Oil Pump Motor Resistance Check: _____ Megohm: _____

[illegible]

ATTACHMENT #3**LOG "B"****CENTRAVAC PHASE I WINTER MAINTENANCE****PURGE UNIT & OIL SUMP**

Western Missouri Mental Health Center Date: _____

Phase: _____

Model Number _____

File Number _____

Serial Number _____

Oil Sump Temperature _____

(Set 130° - 135° idle/25° Machine Running)

Condition of Oil _____

Condition of Filter _____

Oil Level _____

Purge Unit

Belt Condition _____

Belt Tension _____

Lube Motor _____

Drum Condition _____

Condition of Oil in Sep. _____

Suction Valves _____

Discharge Valves _____

Sep. Float _____

Drum Float _____

Drum Relief Valve _____ (Set 22#)

Position of Water Valves _____

H.P. Control Out _____ (40#)

H.P. Control In _____ (25#)

Sep. Oil Temperature _____

Sep. Heater Stat. Set _____
(130° - 140°)

Drum Level _____

Leak Check _____

Position of Evap. Angle Valve _____

Purge Switch Position _____

*Authorized Agency Representative*_____
*Service Technician*_____
Date

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.

- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids may be submitted electronically as permitted by the IFB through the State of Missouri's On-Line Bidding website or hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the state's On-Line Bidding website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.

- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/28/04